

Final

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
EASTERN DIVISION

GE COMMERCIAL DISTRIBUTION )  
FINANCE CORPORATION, a Delaware )  
Corporation, )

CASE NO.2:12-cv-04784

Judge Michael W. Fitzgerald

Plaintiffs, )

v. )

**AGREED ORDER FOR  
PRELIMINARY INJUNCTION**

CAMP AMERICA RVS, INC., )  
COULA RINGGOLD A/K/A COULA )  
DUBUC-RINGGOLD and )  
COULA DUBUC, )  
NELSON RINGGOLD, and )  
ROBERT W. CRAWLEY, )

Defendants. )

UPON agreement between the Plaintiff, GE COMMERCIAL DISTRIBUTION  
FINANCE CORPORATION ("CDF" or "Plaintiff"), by and through undersigned  
counsel, and the Defendant CAMP AMERICA RVS, INC. ("Defendant Dealer"),

1 COULA RINGGOLD A/K/A COULA DUBUC-RINGGOLD AND COULA  
2 DUBUC, NELSON RINGGOLD, AND ROBERT W. CRAWLEY (collectively  
3 “Defendants”), by and through undersigned counsel, the Court is advised that the  
4 Plaintiff and Defendants have reached a provisional arrangement concerning  
5 Plaintiff’s claims for possession of certain property in this matter, and due deliberation  
6 having been had hereon, and good and sufficient cause having been shown,

7 **WHEREAS**, CDF and Defendants are parties to a certain security agreement  
8 and other documents executed therewith (“Agreement”), whereby CDF financed  
9 Defendant Dealer’s acquisition of recreational vehicles and other like inventory  
10 (“Inventory”) for Defendant Dealer’s retail sale to the general public in exchange for  
11 Defendant Dealer’s pledge of certain personal property, including the Inventory  
12 (“Collateral”), and promise to pay back the amounts financed in accordance with the  
13 terms of the Agreement;

14 **WHEREAS**, Plaintiff contends Defendant Dealer defaulted under the  
15 Agreement, as more particularly detailed in the Complaint, which defaults include but  
16 are not limited to Defendant Dealer’s failure to pay the past due amount of  
17 \$533,188.84, Defendants termination of the dealership license, Defendants  
18 termination of their business partnership, and their reformation as separate and  
19 different business entities without giving CDF notice;

20 **WHEREAS**, due to the nature of the alleged defaults, as identified in the  
21 Complaint, CDF demanded that Defendants permit CDF to take possession of the  
22 Collateral, including the Inventory, but Defendants refused to make the Collateral  
23 available for repossession in a manner in which CDF contends is a violation of the  
24 Agreement;

25 **WHEREAS**, CDF initiated the instant action seeking, among other things,  
26 possession of the Collateral;

27 **WHEREAS**, Defendants have disclosed and confirmed to CDF their new  
28

1 business formations and operations, and further advised CDF that by selling the  
2 remaining units from their retail dealerships Defendants seek to pay off all amounts  
3 owed to CDF under the Agreement;

4 **WHEREAS**, CDF has agreed to permit Defendants an opportunity to sell the  
5 remaining units of Inventory, but strictly conditioned upon the terms agreed to in this  
6 Order and without waiving or impairing its ability to enforce its rights, particularly  
7 those based upon the alleged defaults referred to in the Complaint;

8 **WHEREAS**, upon payment by Defendants to CDF the sum of \$533,188.84  
9 under the Agreement, submission of Defendants' organizational documents to CDF  
10 (all pursuant to the terms and conditions herein and within 180 days hereof), and  
11 Defendants waiver of any and all potential counterclaims and defenses relating to this  
12 litigation, CDF has agreed to dismiss this litigation, in its entirety, with prejudice;

13 **WHEREAS**, upon Defendants' complete compliance with the terms of this  
14 Order and Defendants' fulfillment of all other obligations as ordered herein, CDF  
15 agrees to release any and all interests in personal or real property held by any  
16 defendant;

17 **WHEREAS**, upon Defendants' complete compliance with the terms of this  
18 Stipulated Preliminary Injunction and Order and upon Defendants' fulfillment of all  
19 other obligations as set forth herein, CDF agrees to release any and all interests in  
20 personal or real property held by any defendant;

21 **WHEREAS**, the parties have agreed to stay this litigation pending notice by  
22 plaintiff of Defendants' performance or default thereof;

23 **WHEREAS**, undersigned counsel have obtained the requisite authority from  
24 the parties to bind all parties to this Order;

25 ///

26  
27 ///

1 ///

2 ///

3 ///

4 **NOW**, pursuant to Rule 65(a) and (d) of the Federal Rules of Civil Procedure,  
5 and upon consent of the parties, the recitals herein, and the record, it is hereby

6 **ORDERED**, that the Defendants and any entities or individuals related in  
7 business to the Defendants shall comply with the following terms and conditions:

- 8
- 9 1. Defendants agree to make payment to CDF of Defendant Dealer's entire  
10 outstanding indebtedness, for all amounts owed under the Security  
11 Agreement ("Payoff Balance"), to be received by CDF on or before six  
12 (6) months, or 180 days from the date that this Order is entered by the  
13 Court ("Payoff Deadline"). CDF will provide the Payoff Balance to  
14 Defendants prior to the Payoff Deadline, as requested by Defendants  
15 from CDF;
  - 16 2. Should Defendants fail to pay CDF the entire Payoff Balance on or  
17 before the Payoff Deadline, Defendants agree to the entry of a Stipulated  
18 Writ for Immediate Possession, in the form annexed hereto as **Exhibit**  
19 **"A"**;
  - 20 3. Defendants agree to submit herewith to CDF, no later than July 19, 2012  
21 copies of the organizational documents, licensures, permits and insurance  
22 presently relating to their dealerships located in Banning and Beaumont,  
23 California;
  - 24 4. Defendants agree to submit and surrender, herewith to CDF, all the  
25 MSOs and Titles to CDF-financed Inventory, to be released back to  
26 Defendants upon pay off;
  - 27 5. On or before July 20, 2012, Defendant shall remit \$14,954.93 to CDF in  
28 payment of:
    - a. the full balance owed for unit(s) identified as VIN  
1K58KTK21B2035553;

1 6. Defendants shall immediately remit funds to CDF for all Inventory on a  
2 "pay-as-sold" basis in accordance with the following instructions and, to  
3 the extent not provided herein, the Agreement:

4 a. General terms. Upon any potential sale or other disposition of a  
5 unit of Inventory, where Defendant has completed a bill of sale,  
6 Defendant shall immediately inform CDF of the potential sale  
7 or disposition and provide CDF a copy of the bill of sale and  
8 any other information or documents CDF reasonably requests  
9 related to the potential sale or disposition. Defendant shall keep  
10 CDF reasonably informed as to any developments with the sale  
11 or disposition, so that all times CDF is apprised of the status of,  
12 and all then-existing issues regarding, the sale or disposition;

13 b. Cash deals. For any sale or other disposition of a unit of  
14 Inventory, where Defendant receives or expects payment for the  
15 unit, in part or whole, from cash or its equivalent, Defendant  
16 shall do the following: (i) provide CDF with the bill of sale and  
17 any other documents or information, as required by sub-section  
18 a., above; (ii) upon execution of a written contract for sale or  
19 disposition of the unit, provide CDF with a fully executed copy  
20 of the contract; and (iii) within one day of the payment posting  
21 to Defendants' account, but not later than five (5) days of  
22 Defendant receiving the payment from the buyer, remit  
23 payment to CDF for the then-existing balance on the unit.  
24 Defendant may not permit the buyer to take possession of the  
25 unit until Defendant fully complies with conditions (i) and (ii);

26 c. Financed deals. For any sale or other disposition of a unit of  
27 Inventory, where Defendant receives or expects payment for the  
28 unit, in part or whole, from a source other than the buyer of the  
unit, Defendant shall do the following: (i) provide CDF with the  
bill of sale and any other documents or information, as required  
by sub-section a., above; (ii) upon execution of a written  
contract for sale or disposition of the unit, provide CDF with a  
fully executed copy of the contract; (iii) upon receiving an  
"approval notice" or its equivalent from the third party lending  
source, provide CDF with a copy of the "approval notice" or its  
equivalent; (iv) upon receiving the "funding notice" or its  
equivalent from the third party lending source, provide CDF a

copy of the "funding notice" or its equivalent"; and (v) within three days of the date of the "funding notice" or its equivalent, remit payment to CDF for the then existing balance on the unit. Defendant may not permit the buyer to take possession of the unit until Defendant fully complies with conditions (i)-(iii);

d. All communications or production of information or documents from any Defendant to CDF required under this section shall be made to Diane Hoelzl and Dirk Venables. Defendant hereby acknowledges it has been provided the phone numbers, email addresses and fax numbers of Diane Hoelzl and Dirk Venables and any other information needed to comply with this section;

7. For any unit of Inventory that Defendant remits payment, which payment satisfies the then-existing balance of the unit in full, CDF shall, within one day of the payment posting to CDF's account, send the manufacturer certificate (statement) of origin for the unit to Defendant using a "next business day" delivery service or its equivalent;
8. Defendant agrees to Collateral inspections at CDF's discretion providing full cooperation and disclosure of all information as requested;
9. Defendant agrees to keep CDF apprised of all sales efforts, actual sales, financing approvals and including, but not limited to, providing CDF with any "term sheets" or their reasonable equivalent from prospective lenders and any other document or information CDF may reasonably request related thereto;
10. Defendant has executed a Voluntary Surrender and agrees to execute a Stipulated Writ for Immediate Possession to be held in escrow by CDF, so that in the event of default of any of the terms of this Order, CDF may enter said Stipulated Writ for Immediate Possession upon five (5) business days' notice, as provided below;



1 and it is hereby

2  
3 **ORDERED**, that the Defendant's failure to comply with any of the above  
4 requirements shall be deemed a default of this Agreed Order, and upon such default,  
5 CDF shall deliver to the Defendant and the Defendant's counsel a Notice of Default.  
6 In the event that such default is not cured within five (5) business days from the date  
7 of delivery of the Notice of Default, CDF shall be permitted to file a Stipulated Writ  
8 for Immediate Possession, in the form annexed hereto as **Exhibit "A"**; and it is further

9 **ORDERED**, that the parties to this matter shall execute and/or produce all  
10 necessary documentation to carry out the parties' intentions as outlined above, on or  
11 before July 19, 2012. The failure to do so shall be deemed a material default of the  
12 terms outlined above, and upon such default, CDF shall deliver to the Defendant and  
13 the Defendant's counsel a Notice of Default. In the event that such default is not cured  
14 within five (5) business days from the date of delivery of the Notice of Default, CDF  
15 shall be permitted to file a Stipulated Writ for Immediate Possession, in the form  
16 annexed hereto as **Exhibit "A"**; and it is further

17 **ORDERED**, that the underlying Agreement, as defined in CDF's Complaint,  
18 shall continue to govern the lending relationship between the parties to the extent the  
19 Agreement is not inconsistent with this Order, and all acts enjoined or required under  
20 the Agreement are enjoined or required hereunder as the case may be; and it is further

21 **ORDERED** that upon Defendants' complete compliance with the terms of this  
22 Stipulated Preliminary Injunction and Order and upon Defendants' fulfillment of all  
23 other obligations as set forth herein, plaintiff shall file within 10 days thereof a  
24 dismissal with prejudice; and it is further

25 **ORDERED** that upon Defendants' complete compliance with the terms of this  
26 Stipulated Preliminary Injunction and Order and upon Defendants' fulfillment of all  
27 other obligations as set forth herein, plaintiff shall within 30 days execute all  
28

documents necessary to release their interests in any personal or real property of Defendants; and it is further

**ORDERED** that this matter is STAYED pending notice by plaintiff to this court of Defendants' performance or default thereof; and it is further

**ORDERED**, that CDF's undertaking in the amount of \$1,378,449.18 is hereby approved.

Dated: July 17, 2012



Hon. Michael W. Fitzgerald  
United States District Judge  
Central District of California

Agreed and Acknowledged



Marlene L. Allen-Hammarlund  
Gresham Savage Nolan & Tilden, PC  
3750 University Avenue, Suite 250  
Riverside, CA 92501-3335  
Office: (951) 684-2171 Ext.8305  
Fax: (951) 684-2150  
[www.GreshamSavage.com](http://www.GreshamSavage.com)  
*Attorneys for Plaintiff*

Agreed and Acknowledged



Christopher L. Ramey  
Ramey & Perry APC  
3838 Camino del Rio North, Suite 120  
San Diego, CA 92108-1762  
Office: (619) 542-1530  
Fax: (619) 542-1541  
[cramey@rameyandperry.com](mailto:cramey@rameyandperry.com)  
*Attorney for Defendants*



**EXHIBIT A**

Final

1  
2  
3  
4  
5  
6  
7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **EASTERN DIVISION**

11 **GE COMMERCIAL DISTRIBUTION** )  
12 **FINANCE CORPORATION, a Delaware** )  
13 **Corporation,** )

**CASE NO.CV12-4784 MWF**

14 ) **JUDGE MICHAEL W.**  
15 ) **FITZGERALD**

16 **Plaintiffs,** )

17 **v.** )

18 ) **STIPULATED ORDER FOR**  
19 ) **WRIT OF POSSESSION**

20 **CAMP AMERICA RVS, INC.,** )  
21 **COULA RINGGOLD A/K/A COULA** )  
22 **DUBUC-RINGGOLD and** )  
23 **COULA DUBUC,** )  
24 **NELSON RINGGOLD, and** )  
25 **ROBERT W. CRAWLEY,** )

26 **Defendants.** )

27 **UPON agreement between the Plaintiff, GE COMMERCIAL DISTRIBUTION**  
28 **FINANCE CORPORATION ("CDF" or "Plaintiff"), by and through undersigned**

1 counsel, and the Defendants CAMP AMERICA RVS, INC. ("Defendant Dealer"),  
 2 COULA RINGGOLD A/K/A COULA DUBUC-RINGGOLD AND COULA  
 3 DUBUC, NELSON RINGGOLD, AND ROBERT W. CRAWLEY (collectively  
 4 "Defendants"), by and through undersigned counsel, pursuant to California Code of  
 5 Civil Procedure 512.010, *et seq.*, made applicable to this proceeding by FED. R. CIV. P.  
 6 64, and Plaintiff having filed the instant Stipulated Order for Writ of Possession  
 7 ("Writ of Possession"), pursuant to the terms of the Court's Agreed Preliminary  
 8 Injunction ("Agreed Order"), entered that \_\_\_\_\_ day of \_\_\_\_\_, 2012,

9 which Agreed Order approved the form of and procedure for filing this Writ of  
 10 Possession, so that Plaintiff may immediately recover from the Defendant Camp  
 11 America RVs. Inc. dba Banning Discount RV and Beaumont RV, the possession of  
 12 certain personal property of said Defendant Dealer located at 2424 West Ramsey  
 13 Street, Banning, CA 92220 and 910 Western Knolls Drive, Beaumont, CA 92223 or  
 14 wherever else as such may be found, which property is more particularly described as  
 15 the units of inventory ("Inventory") and any proceeds and/or sale receipts associated  
 16 therewith, listed on **Exhibit 1**, attached hereto; and

17 **WHEREAS**, upon the record and the Agreed Order, and the Bond of Plaintiff,  
 18 previously approved by the Court as to amount and filed herein, and due deliberation  
 19 having been had hereon, and good and sufficient cause having been shown;

20 **NOW**, pursuant to Rule 64 of the Federal Rules of Civil Procedure, and upon  
 21 consent of the parties, the recitals herein, and the record;

22 **IT IS HEREBY ORDERED** that:

23 1. Plaintiff has established probable validity of its security interest herein  
 24 and claim of possession of the Inventory collateral set forth in the attached Exhibit 1  
 25 or Proceeds collateral generated by the sale of any of the Inventory collateral to buyers  
 26 in the ordinary course of business, and that Defendant Dealer is in default on its  
 27 financing obligations to Plaintiff as set forth in the Complaint and moving papers.

28 2. Plaintiff has established that the Inventory collateral is located at 2424

1 West Ramsey Street, Banning, CA 92220 and 910 Western Knolls Drive, Beaumont,  
2 CA 92223 or such other location in the possession or control of Defendant Dealer.

3 3. The Clerk of this Court shall issue a Writ of Possession as provided in  
4 Federal Rules of Civil Procedure Rule 64, this Stipulated Order and the Agreed Order  
5 for Preliminary Injunction.

6 4. The levying officer within whose jurisdiction the Inventory collateral or  
7 some part thereof is located is authorized to execute the Writ of Possession and levy  
8 on the Inventory collateral in either of the following manners as directed by Plaintiff:

9 5. Plaintiff is authorized to use the attached Exhibit 1 list to identify the RV  
10 units which comprise the Inventory collateral. The levying officer is directed to  
11 accept such form in full compliance with its procedures.

12 6. The Writ shall issue forthwith. The Plaintiff has filed a bond in the sum  
13 of \$1,378,449.18 pursuant to California Civil Code of Procedure § 515.010(b) and it is  
14 so approved.

15 7. The Clerk of Court shall attach a copy of this Stipulated Order to the Writ  
16 of Possession.

17 8. The levying officer may enter into the private places, at any time or  
18 times, using any necessary reasonable force, whether the premises are occupied or  
19 unoccupied, to take possession of the Inventory and/or Proceeds collateral.

20 9. Plaintiff's representatives shall if the levying officer so requests,  
21 accompany the levying officer to the business premises described above, to review  
22 and examine the Defendant Dealer's books and records relating to the Inventory  
23 collateral in order to determine the status, location and time and date of any return or  
24 sale of Inventory collateral. Plaintiff's representative is authorized to remain at the  
25 Defendant Dealer's business premises at all times until the Inventory and/or Proceeds  
26 collateral is removed from the location(s).

27 10. The levying officer is authorized to remain in the Defendant Dealer's  
28 business premises at all times until all the Inventory and/or Proceeds collateral is

1 removed from the location(s).

2 11. This Order shall remain in effect until modified by further order of this  
3 Court, or modified by written agreement signed by Plaintiff and Defendant Dealer  
4 with and approved by order of this Court.

5  
6 Dated: \_\_\_\_\_, 2012

7  
8 \_\_\_\_\_  
9 Hon. Michael W. Fitzgerald  
10 United States District Judge  
11 Central District of California

12 **Agreed and Acknowledged**

13 

14 Marlene L. Allen-Hammarlund  
15 Gresham Savage Nolan & Tilden, PC  
16 3750 University Avenue, Suite 250  
17 Riverside, CA 92501-3335  
18 Office: (951) 684-2171 Ext.8305  
19 Fax: (951) 684-2150  
20 www.GreshamSavage.com  
21 *Attorneys for Plaintiff*

12 **Agreed and Acknowledged**

13 

14 Christopher L. Ramey  
15 Ramey & Perry APC  
16 3838 Camino del Rio North, Suite 120  
17 San Diego, CA 92108-1762  
18 Office: (619) 542-1530  
19 Fax: (619) 542-1541  
20 cramey@rameyandperry.com  
21 *Attorney for Defendants*



<u>Mfg/Dist Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>Status</u>
FOREST RIVER, I	NV1524840CR	3/14/2008	SANDSTORM TO	4X4FSCP328C005081	F
FOREST RIVER, I	NV1528086CR	3/31/2008	ROCKWOOD LIT	4X4TRLC2091826169	
FOREST RIVER, I	NV1621470AR	9/17/2009	SABRE	4X4FSRF21A3002285	
FOREST RIVER, I	NV1621728AR	9/21/2009	SALEM TOWABL	4X4TSMC23AC010995	
FOREST RIVER, I	NV1625160AR	10/9/2009	WILDCAT	4X4FWCA25AT010544	
DUTCHMEN MFG IN	U015374CR	4/30/2010	11DUTCHMEN	47CTDEK27BM439087	
DUTCHMEN MFG IN	U015839BR	5/11/2010	11DUTCHMEN	47CTDEK2XBT206357	
DUTCHMEN MFG IN	U016157BR	5/20/2010	11DENALI	47CFD1P25BP625899	
DUTCHMEN MFG IN	U016287BR	5/24/2010	11DENALI	47CFD1P23BP626002	
DUTCHMEN MFG IN	U016376BR	5/25/2010	11COLEMAN	47CFCLP29BC659401	
DUTCHMEN MFG IN	U016502BR	5/27/2010	DENALI 275RE	47CFD1P27BP626004	
DUTCHMEN MFG IN	U016702BR	5/28/2010	11FOURWINDS	47CTF3M25BT206441	
DUTCHMEN MFG IN	U016892BR	6/10/2010	11DENALI	47CTD1N22BP626059	
DUTCHMEN MFG IN	U017410BR	6/22/2010	FO-251RB-11	47CTF3M26BT206576	
FOREST RIVER, I	NV1695220AR	6/28/2010	ROCKWOOD LIT	4X4FRLC29B1835584	
FOREST RIVER, I	NV1695173AR	6/30/2010	ROCKWOOD LIT	4X4FRLC25B1835484	
FOREST RIVER, I	NV1695175AR	6/30/2010	ROCKWOOD LIT	4X4FRLD2XB1835494	
FOREST RIVER, I	NV1695180AR	6/30/2010	ROCKWOOD LIT	4X4FRLD21B1835514	
DUTCHMEN MFG IN	U018295BR	7/23/2010	11FOURWINDS	47CTF3N26BT206625	
DUTCHMEN MFG IN	U018375BR	7/27/2010	11FOURWINDS	47CTF3N28BT206626	
DUTCHMEN MFG IN	31625BR	7/30/2010	239FB	1K52KTK26B2035533	F
DUTCHMEN MFG IN	U018716BR	7/30/2010	11FOURWINDS	47CTF3N29BT206778	
DUTCHMEN MFG IN	U018857BR	7/30/2010	11FOURWINDS	47CTF3N24BT206624	
DUTCHMEN MFG IN	U018838BR	7/31/2010	11DENALI	47CFD1R20BP626391	TS
DUTCHMEN MFG IN	U019445BR	8/25/2010	11COLEMAN	47CTCLM23BT206933	
DUTCHMEN MFG IN	31663AR	8/31/2010	239FB	1K52KTK21B2035533	S
DUTCHMEN MFG IN	6580AR	8/31/2010	T276S-LX	1K52KBM28B2025822	
DUTCHMEN MFG IN	U020446BR	9/29/2010	11DUTCHMEN	47CTDEP28BT207080	
DUTCHMEN MFG IN	U021311BR	10/29/2010	11AEROLITE	47CTAEP24BK129086	